

Florida Health Information Exchange Subscription Agreement for Event-Encounter Notification Service

This Subscription Agreement is a multi-party agreement by and between the undersigned vendor, Audacious Inquiry, LLC, under contract with the Agency for Health Care Administration (“AHCA”) for statewide health information exchange services (“Vendor”), and the other undersigned party (hereinafter referred to individually as “Participant”) acting as a data source or recipient of data and other Participants who have executed the same Subscription Agreement to subscribe to this Event-Encounter Notification Service. The Florida Health Information Exchange General Participation Terms and Conditions attached hereto are hereby incorporated by reference (hereinafter “General Terms and Conditions”). This Subscription Agreement, any exhibits, attachments, or amendments thereto, and the incorporated General Terms and Conditions, are hereinafter referred to as either “Subscription Agreement” or “Agreement.”

WITNESSETH:

WHEREAS, ~~AHCA-the Agency for Health Care Administration~~ has engaged Vendor to provide administration, management, oversight, and support of statewide health information exchange services through the Florida Health Information Exchange (Florida HIE); to facilitate said exchange and use as directed in the State of Florida 2010-2011 General Appropriations Act, Specific Appropriation 156A; and

WHEREAS, the purpose of the Event-Encounter Notification Service is to support coordination of care activities ~~and to enable health plans to engage members’ primary care providers which will be sent the encounter alerts for patients under their care;~~ and

WHEREAS, Participant desires to subscribe to and utilize the Event-Encounter Notification Service offered by Vendor, and Vendor agrees to provide such service;

NOW THEREFORE, for and in consideration of the mutual covenants contained below and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree to the following additional terms:

1. **Definitions:** All definitions in the General Terms and Conditions apply to this Subscription Agreement for Event-Encounter Notification Service, and the following additional definitions also apply to this Subscription Agreement for Event-Encounter Notification Service:
 - a. **Event-Encounter Notification Service** (ENS) shall mean the service provided by Vendor on the Network wherein the Participant may receive information and/or Health Data on an Individual from other Participants acting as a data source through the Network.
 - b. **Alert Message** shall mean the specific Health Data delivered by the ENS.
 - c. **Encounter Data** shall mean specific Health Data made available by Participants for matching with individuals in the Panel to enable creation of the Alert Message.

d. **Panel** shall mean a listing of patients or members with identifying information to be used in matching to the Encounter Data received from Participants.

2. **Permitted Purposes for this Event-Encounter Notification Service:** Participant may use Health Data received by it from other Participants only for the following purposes (and the other Permitted Purposes in the General Terms and Conditions):

- a. **Treatment.** Treatment of the Individual who is the subject of the Protected Health Information (“PHI”) received by the Participant or Participant User.
- b. **Health Care Operations.** Health Care Operations as defined in 45 CFR 164.501 and provided that the Participant or Participant User is receiving the PHI for their own use. Participant shall only use the Minimum Necessary PHI for such Health Care Operations purposes.
- c. **Public Health.** Public Health activities and reporting to the extent permitted by Applicable Law.
- d. **Payment.** Payment as defined in 45 CFR 164.501 and permitted by Applicable Law.
- ~~e. **Meaningful Use.** Any purpose to demonstrate meaningful use of certified electronic health record technology and the purpose is permitted by Applicable Law, including but not limited to the HIPAA regulations. “Meaningful use of certified electronic health record technology” shall have the meaning assigned to it in the regulations promulgated by the Department of Health and Human Services.~~
- f.e. **Other.** Any release or use of Health Data permitted by Applicable Law and consistent with any limitations set forth in the Florida Health Information Exchange General Terms and Conditions.

3. **Responsibilities of Participants:**

- a. **Compliance with General Terms and Conditions.** Participant agrees to comply with the General ~~Participation~~ Terms and Conditions which are incorporated by reference. Failure to comply with the General Terms and Conditions shall be grounds for suspension or termination of this Subscription Agreement.
- b. **Network Operating Policies and Technical Requirements for ENS.** All Participants agree and are required to meet and comply with the Network Operating Policies and Technical Requirements for this **Event-Encounter** Notification Service Agreement listed in *Attachment A* hereto.

4. **Vendor Responsibilities:**

- a. Vendor will provide the Event-Encounter Notification Service by performing a matching of data received from Participants acting as a data source and delivery of the Alert Messages to the appropriate recipient and a copy to the Participant that provided the Encounter Data. The messages will be delivered using secure file transfer protocol (sFTP), ~~the Florida Health Information Exchange~~ Direct Messaging Service, or another means of secure delivery as mutually agreed by the parties to this Agreement.
 - b. Vendor will provide the Service Levels for availability of Event-Encounter Notification Service response time and help desk response times ~~specified in the Vendor's contract with AHCA~~ as set forth in Attachment E.
 - c. Unless required by law, Vendor will not disclose to any third party audit trail data which will collectively and individually be considered a trade secret in accordance with Section 812.081, Florida Statutes. Vendor will retain the audit trail data of transactions for a terminated Participant for eight (8) years. ~~In the event of termination of AHCA's contract with the Vendor, the Vendor will transfer the audit trail data to AHCA's current Vendor.~~
 - d. Vendor will maintain the confidentiality of the patient or member Panels received from Participants, and will not use the Panel for any purpose not expressly permitted by the Participant.
 - e. Vendor will maintain the confidentiality of the Encounter Data received from Participants acting as a data source, destroying the data immediately after use by the Vendor.
 - f. Vendor's role is to facilitate the exchange of Health Data through the operation of the Network, in accordance with ~~Vendor's agreement with AHCA and as provided in~~ this Subscription Agreement. Vendor has no role in verifying the accuracy of Health Data received from Participants or verifying whether a Participant, Participant User, or other individuals designated by Participant to receive Alert Messages are authorized to send, receive, use or disclose particular information and/or Health Data. Vendor will not collect information from the content of Alert Messages.
5. **Fees**: Participant recipients of Alert Messages are charged an annual fee by the Vendor which may be billed quarterly as determined by the Vendor, ~~subject to AHCA approval~~. The fee may be changed upon ninety (90) days written notice to Participants except for a fee reduction which can go into effect immediately ~~upon AHCA approval~~. The fee schedule is displayed ~~in Exhibit 1~~ as Attachment C.
6. **Term and Termination**: This Agreement will continue until and unless the Vendor or Participant terminates this agreement. Such termination may be effected as provided for in the General Terms and Conditions, or additionally, the Vendor may terminate this Agreement without cause by providing the Participant with at least thirty (30) days prior written notice.

7. **Miscellaneous:** If a provision of this Subscription Agreement conflicts with a provision in the General Terms and Conditions, the provision of this Subscription Agreement controls. Notices under this Agreement shall be given to the parties' respective email or physical address listed in **Attachment B** to this Subscription Agreement.

8. **Effective Date of this Subscription Agreement:** This Subscription Agreement and the General Terms and Conditions become effective when fully executed. This Agreement supersedes any former agreement for the Event Notification Service.

9. **Attachments.** The following Attachments are incorporated into this Agreement:

Attachment A: Network Operating Policies and Technical Requirements Specific to the Encounter Notification Service

Attachment B: Addresses for Notice

Attachment C: ENS Fee Schedule

Attachment D: Service Level Objectives

Attachment E: Florida Health Information Exchange General Participation Terms & Conditions

IN WITNESS WHEREOF, this Subscription Agreement has been entered into and executed by officials duly authorized to bind their respective parties.

Vendor

Audacious Inquiry, LLC

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Participant acting as Data Source

Entity Name: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Participant acting as Recipient of Data

Entity Name: _____

01/24/2018

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Attachment A

Network Operating Policies and Technical Requirements Specific to the Event Encounter Notification Service

In addition to the other provisions in this Subscription Agreement (including the General Terms and Conditions), all Participants agree and are required to meet and comply at all times with the following Network Operating Policies and Technical Requirements for this Event Encounter Notification Service Agreement:

1. Delivery of Encounter Data. Participants acting as a data source will cooperate with the Vendor to establish a mechanism by which Encounter Data may be transmitted to the Vendor. The Encounter Data shall contain ~~discharge data including hospitalizations and emergency department visits with~~ sufficient information to permit the Vendor to match the patient with the individuals listed in the Panels submitted by Participants. ~~The Encounter Data may include observation visits, urgent care visits and admissions data as elected by the data source.~~ Participants acting as a data source shall filter restricted self-pay Encounter Data in compliance with 45 CFR § 164.522(a)(1)(vi) data and data subject to 42 CFR Part 2 which must be excluded. In order to assure that restricted data is filtered, all self-pay Encounter Data may be excluded by the data source.
2. Delivery of Panels. Participant recipients of data shall provide a Panel of members or patients to Vendor consistent with templates that the Vendor shall provide to Participant. Thereafter, the Participant will provide Vendor with updates to the Panel as appropriate.
3. Delivery of Alert Messages. Participants are responsible for identifying their Participant Users or other individuals to receive Alert Messages. Participant recipients are responsible for assuring that the individuals receiving the Alert Messages have patient authorization to access and use the data required by applicable law.
4. ~~Forwarding Alert Messages. Participant recipients that are health plans will forward the Alert Message to the appropriate primary care provider of a member as soon as reasonably practicable upon receipt in a manner consistent with applicable law.~~
5. ~~Acknowledgement. Participant recipients that are health plans acknowledge that data sources receive a copy of Alert Messages sent to the health plan and thereby agree to accept copies of the Alerts Messages received by a data source as confirmation of alert receipt by the health plan.~~
- 6.4. Maintenance of Records. Participants are responsible for maintaining records for Accounting of Disclosures, public records, if applicable, records discovery, or any other purposes required by Applicable Law or the policies of the Participant. Any vendor

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support for the retrieval of records or other record handling requested or caused by the Participant will be subject to a fee to be paid by the Participant to the Vendor.

Attachment B

Addresses for Notice

For notices to Participant, use:

Attention: _____

Organization: _____

Address: _____

City/State/Zip: _____

Email: _____

For notices to Vendor, use:

Attention: Scott Afzal
Audacious Inquiry, LLC
5523 Research Park Drive, Suite 370
Baltimore, MD 21228
Tel: (301) 560-6999

~~For notices to AHCA, use:~~

~~Attention: Heidi Fox, Health Information Exchange Project Director
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop 16
Tallahassee, FL 32308
Tel: (850) 412-3749~~

Exhibit 1 Attachment C

ENS Fee Schedule

There are no fees to Participants to act as a data source.

Participants acting as recipients of data are charged as follows:

- Health Plans and Accountable Care Organizations
 - \$1.50 per-patient per-year for each of the initial 50,000 patients in a subscription and \$0.25 per-patient per-year for each patient thereafter.
 - The minimum annual fee for this participant type is \$7,500.
- Dental Health Plans participating in the Florida Medicaid Managed Care program
 - \$0.30 per-patient per-year for each of the initial 50,000 patients in a subscription and \$0.15 per-patient per-year for each patient thereafter.
 - The minimum annual fee for this participant type is \$7,500.
- Licensed Provider Organizations
 - \$0.30 per-patient per-year for each of the initial 50,000 patients in a subscription and \$0.15 per-patient per-year for each patient thereafter.
 - The minimum annual fee for this participant type is \$2,000.
 - Applicable only to subscriptions comprised of patients who have received treatment from the Participant or its owned physician practices within the previous 12 months.
- Licensed Provider Organizations Acting as Data Sources
 - \$0.22 per-patient per-year for each of the initial 50,000 patients in a subscription and \$0.12 per-patient per-year for each patient thereafter.
 - The minimum annual fee for this participant type is \$7,500.
 - Applicable only to subscriptions comprised of patients who have received treatment from the Participant or its owned physician practices within the previous 12 months.